

Alice In Chains  
c/o King, Holmes, Paterno & Berliner, LLP  
1900 Avenue of the Stars, Suite 2500  
Los Angeles, California 90067  
Attention: Peter Paterno, Esq.

Dated: As of June 22, 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Artwork and Design Agreement**

Dear \_\_\_\_\_:

When signed below by both parties hereto, the following shall constitute an agreement between you and us regarding your rendering to us of your services in connection with an original artwork design to be created by you for us as more specifically set forth below.

1. You shall create, design and deliver to us an original artwork design, in a style and format to be mutually agreed between you and us (the "Artwork") for our usage and exploitation, in our sole discretion, in any and all media, for all forms of promotional and commercial purposes usages, including without limitation in advertisements, promotions and merchandising, worldwide in perpetuity.

2. As full and satisfactory compensation for all of your services in connection with the Artwork and the rights granted to us in connection therewith, and inclusive of all materials, equipment and wages or other sums paid to other persons or entities furnished or designated by you in connection with the Artwork, and the results and proceeds thereof and all rights therein, we shall pay you the amount of One Thousand Dollars (\$1,000.00) (the "Fee") upon execution of this agreement and your satisfactory delivery and our acceptance of the Artwork.

3. In consideration of payment to you of the Fee and other good and valuable consideration, the receipt and sufficiency of which you acknowledge, you hereby certify and agree that all of the results and proceeds of your services of every kind heretofore rendered and hereafter to be rendered in connection with the Artwork shall be deemed works "made for hire" for us or works assigned to us, as applicable. Accordingly, you further acknowledge, certify and agree that we are and shall be deemed the author and exclusive owner of the Artwork for all purposes and the exclusive owner throughout the world of all the rights comprised in the copyrights thereof, (and any and all extensions and renewals of those copyrights) and of any and all other rights thereto and that we shall have the right to exploit the Artwork and any or all of the foregoing, or any portions thereof, in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as we determine including, without limitation, for promotion, advertising, publicity, and trade and for use on commercial and promotional merchandise, advertisements and promotions. We shall also have the right to crop, change or redact the Artwork in any manner, medium or form. You will, upon our request, execute, acknowledge and deliver to us such additional documents as we may deem necessary to

evidence and effectuate our rights hereunder, and you hereby grant to us the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if you shall fail to execute same within five (5) days after so requested by us.

4. You hereby grant to us the right to issue and authorize publicity concerning you, and to use your name and the name, likeness and biographical data of any designer furnished or employed by you in connection with the Artwork. We will use reasonable efforts to accord you appropriate credit wherever possible in connection with any use by us of the Artwork where it is reasonable and customary to do so; provided, however, that no failure by us or any other person, firm or corporation to comply with the provisions of this paragraph shall constitute a breach of this agreement.

5. You hereby waive all rights of droit moral or “moral right of authors” or any similar rights or principles of law which you may now have or later have in the Artwork. You warrant, represent and agree as follows: (a) You have the right and power to enter into and fully perform this agreement; (b) we shall not be required to make any payments of any nature for, or in connection with, the Artwork or the materials delivered in connection therewith, except as specifically provided in this agreement; (c) You shall obtain and deliver to us any and all clearances, licenses and permissions which may be required in connection with the Artwork concurrently with your delivery of the Artwork to us; and (d) You warrant that all material and all of the ideas, designs and inventions furnished by you in connection with the Artwork are or will be original with you (or are in the public domain) throughout the world, shall be capable of copyright protection throughout the universe, and shall not infringe upon or violate the rights (both statutory and common law) of any person or entity, including, without limitation, any copyrights or rights of publicity or privacy and are not now and shall not be the subject of any litigation.

6. You hereby covenant and agree that you shall not have or be deemed to have any lien, charge or other encumbrance upon any of said rights conveyed to us herein or proceeds derived therefrom, and that no act of or omission by us, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect our ownership of the rights conveyed herein. Your sole remedy for any such breach or alleged breach shall be an action at law to recover such damages as may have been actually suffered by you as a result thereof.

7. You agree to indemnify and hold us and our successors, licensees and assigns harmless from any claims, damages, expenses (including reasonable attorneys’ fees and legal costs), arising out of any breach by you or any person engaged by you of any warranty or agreement made by you hereunder. You will promptly reimburse us and or our licensees on demand for any payment made at any time for which we or our licensees are entitled to be indemnified.

8. You agree that we may assign this agreement and any of our rights hereunder to any person, firm or corporation. This agreement will be binding upon and will inure to the benefit of you and us and your and our respective successors, representatives and assignees. Nothing contained herein shall be deemed to constitute a partnership or joint venture between us and you. In entering into this agreement, and in providing services pursuant hereto, you have,

and shall have, the status of an independent contractor and nothing herein contained shall contemplate or constitute you as our agent or employee and you shall not have any authority to bind us in any way. This agreement contains the entire understanding of you and us relating to its subject matter and supersedes all prior or contemporaneous written or oral agreements, representations, understandings and/or discussions between you and us relating hereto. No representations or warranties have been relied on by either party except those set forth herein. No modification, amendment, waiver, termination or discharge of the contract or of any of the terms or provisions hereof shall be binding upon either party unless confirmed by a written instrument signed by both parties. This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be performed entirely therein.

Very truly yours,

Alice In Chains

By: \_\_\_\_\_  
An Authorized Signatory

ACKNOWLEDGED AND AGREED:

By: \_\_\_\_\_

Social Security/Tax ID Number: \_\_\_\_\_